

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1707-01

To Owner: CITY OF SUGARLAND
2700 Town Center Blvd, north

Sugarland, TX 77479

Project: 24- inch waterline Emergency relocation at
Methodist Hospital
WA1705
54-6300-720.72-20

Application No.: 1

Period To:

Distribution to :
☐ Owner
☐ Architect
☐ Contractor
☐

From Contractor: Harper Brothers Construction Via Architect:
654 N. Sam Houston Parkway Ste 330
Houston, TX 77060

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.


1. Original Contract Sum	\$48,600.00
2. Net Change By Change Order	\$7,085.53
3. Contract Sum To Date	\$55,685.53
4. Total Completed and Stored To Date	\$55,685.53
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$55,685.53
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$55,685.53
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$7,085.53	\$0.00
Total Approved this Month	\$7,085.53	\$0.00
TOTALS	\$7,085.53	\$0.00
Net Changes By Change Order	\$7,085.53	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Harper Brothers Construction

By:  Date: 9/29/2017

State of: Texas
Subscribed and sworn to before me this 29th
Notary Public: 
My Commission expires: 9/25/2018

County of: Harris
day of September, 2017



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$55,685.53

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with Harper Brothers Construction, LLC. to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in Fort Bend County, Texas, and owned by City of Sugar Land which improvements are described as follows:

Job Name: Emergency Relocation of 24-in waterline in conflict with parking garage at Methodist
Job Number: WA1705

In consideration of Pay Estimate No. 1 in the amount of fifty five thousand six hundred eighty five dollars fifty three cents (\$ 55,685.53) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

(Contractor)

By 

Project Manager
Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Corey Garnett of Harper Brothers Construction, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 29 day of Septemr 2017.

MY COMMISSION EXPIRES: 9/25/2018




NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

Corey Garnett Being first duly sworn, state that he is Project Manager of Harper Brothers Construction, LLC. of Harris County Texas, hereinafter call "Company", and The said Company has performed work and/or furnished materials hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for the construction of:

PROJECT: Emergency Relocation of 24-in WL in conflict with parking garage at Methodist
PROJECT NO: WA1705

That all just and lawful invoices against the Company for Labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

CONTRACTOR

By 

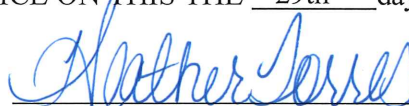
Project Manager
Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Corey Garnett of Harper Brothers Construction LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 29th day of Sept, 2017.

MY COMMISSION EXPIRES: 9/25/2018



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

